

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

FILED
CLERK'S OFFICE

2005 FEB -3 P 3:29

MARK LATINA

Plaintiff,

v.

TRIDENT PARTNERS, LTD.

Defendant.

05-cv-10225 RWZ

Civil Action No. _____

RECEIPT # 11843
AMOUNT \$ 150.00
SUMMONS ISSUED 1
LOCAL RULE 4.1 -
WAIVER FORM -
MCF ISSUED -
BY DPTY. CLK W.F.
DATE 2/1/05

COMPLAINT TO CONFIRM ARBITRATION AWARD

MAGISTRATE JUDGE De. M. J. J.

INTRODUCTION

Mark Latina ("Latina" or "Plaintiff") brings this action against Trident Partners, Ltd. ("Trident" or "Defendant"), to confirm an arbitration award that was rendered against the Defendant on February 1, 2005 pursuant to an arbitration conducted by a Panel of Arbitrators (the "Panel") of the National Association of Securities Dealers Dispute Resolution, Inc. ("NASD") sitting in Boston, Massachusetts. Latina hereby files this Complaint to Confirm Arbitration Award Pursuant to NASD Code of Arbitration Procedure § 10330(a) and Section 9 of the American Arbitration Act, 9 U.S.C. § 9.

PARTIES

1. Plaintiff, Mark Latina is a is an individual with the last and usual address of 160 Colonial Avenue, North Andover, Massachusetts. Latina is a customer of Trident Partners within the meaning of NASD Rule 10301 of the Code of Arbitration Procedure.

2. Defendant Trident Partners, Ltd. is a licensed brokerage firm and member of the National Association of Securities Dealers with its principal place of business at 500 North Broadway, Jericho, New York 11753.

JURISDICTION

3. Jurisdiction is based on 28 USC § 1332(a) as the matter in controversy exceeds the sum or value of Seventy Five Thousand Dollars (\$75,000), exclusive of interest and costs, and is between citizens of different states.

4. The Court has personal jurisdiction over the Defendant in this case as it transacted business in the Commonwealth of Massachusetts, which transactions gave rise to Latina's claims against it. Additionally, Trident submitted to the jurisdiction of the Commonwealth of Massachusetts by submitting to arbitration in Massachusetts.

5. Additionally, this Court has jurisdiction over this matter pursuant to Section 9 of the Federal Arbitration Act, 9 U.S.C. § 9, which provides that where as here, the parties have not specified the court in which judgment shall enter, such application may be made to the United States court in and for the district within which such award is made.

BACKGROUND

6. Pursuant to NASD Rule 10301 of the Code of Arbitration Procedure, Latina filed a Statement of Claim against Trident with NASD demanding arbitration. The Statement of Claim asserted that in connection with Latina's brokerage account with Trident, Trident and its brokers engaged in fraudulent misrepresentations; failure to supervise; charging excess commission and mark-ups; fraudulent inducement; unsuitable trading; unauthorized trading; violation of Massachusetts General Laws c. 93A; negligence; unjust enrichment; breach of contract; and breach of federal securities laws.

7. Pursuant to NASD Rule 10301, as a member of the NASD Trident was required to submit to arbitration of the dispute before the NASD.

8. Pursuant to NASD Rule 10301, both parties executed and submitted to NASD a Uniform Submission Agreement in which the parties agreed to submit the controversy to arbitration before the NASD in accordance with the Constitution, By-Law, Rules, Regulations, and/or Code of Arbitration Procedure of the NASD. A true and accurate copy of the Uniform Submission Agreement of each party is attached hereto as **Exhibit 1**.

9. Pursuant to the Uniform Submission Agreement the parties agreed to abide by any award by the Panel, "that a judgment and any interest due thereon, may be entered upon such award" and agreed to "voluntarily consent to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment." See Exhibit 1.

10. Pursuant to the NASD's dispute rules, Latina's claims were submitted to arbitration before the Panel in Boston, Massachusetts on December 6 and 7, 2004.

11. Pursuant to the Panel's subsequent Order, the parties filed post-hearing briefs on December 29, 2004.

12. On February 1, 2005, the Panel rendered a full and final Award ("Award") on Latina's claim, a true and accurate copy of which is attached hereto as **Exhibit 2**.

13. The Award requires that within thirty (30) days of the Award, Trident pay to Latina the total sum of \$93,269.91 as follows:

- a. \$28,253.70 in compensatory damages;
- b. \$54,805.35 in attorneys' fees; and
- c. \$10,210.86 in expert witness fees.

14. As of the date of the filing of this Complaint, Trident has not paid any amount of the award. Pursuant to Rule 10330(h) of the NASD Code of Arbitration, if the award is not paid within 30 days, Trident must pay post-judgment interest at the legal rate.

15. As of the date of filing of this Complaint, Defendant has not submitted any application to vacate, modify, or correct the arbitrator's award to any court.

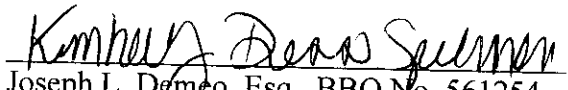
PRAYER FOR RELIEF

WHEREFORE, Latina requests that the Court:

1. Enter a judgment confirming the arbitration award attached hereto as **Exhibit 2**;
2. Enter judgment in favor of Latina and against Trident in the amount of \$93,269.91, plus post-judgment interest at the legal rate of 12%;
3. Order Trident to make payment to Latina for his costs and legal fees incurred in confirming the arbitrator's award; and
4. Enter such further relief as this Court deems just and proper.

MARK LATINA

By his attorneys,



Joseph L. Demeo, Esq., BBO No. 561254
Kimberly Dunn Spelman, BBO No. 645558
Demeo & Associates, P.C.
One Lewis Wharf
Boston, Massachusetts 02110
(617) 263-2600

Dated: February 3, 2005

**NASD Dispute Resolution Arbitration
UNIFORM SUBMISSION AGREEMENT**

Claimant(s)

In the Matter of the Arbitration Between

Name(s) of Claimant(s)

Mark A. Latina

and

Name(s) of Respondent(s)

Trident Partners, Ltd.

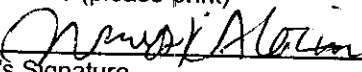
Anthony Koulouris and

Nicholas Tsikitas

1. The undersigned parties hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers, and all related counterclaims and/or third-party claims which may be asserted, to arbitration in accordance with the Constitution, By-Laws, Rules, Regulations, and/or Code of Arbitration Procedure of the sponsoring organization.
2. The undersigned parties hereby state that they have read the procedures and rules of the sponsoring organization relating to arbitration.
3. The undersigned parties agree that in the event a hearing is necessary, such hearing shall be held at a time and place as may be designated by the Director of Arbitration or the arbitrator(s). The undersigned parties further agree and understand that the arbitration will be conducted in accordance with the Constitution, By-Laws, Rules, Regulations, and/or Code of Arbitration Procedure of the sponsoring organization.
4. The undersigned parties further agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement and further agree that a judgment and any interest due thereon, may be entered upon such award(s) and, for these purposes, the undersigned parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.
5. The parties hereto have signed and acknowledged the foregoing Submission Agreement.

Mark A. Latina

Claimant Name (please print)



Claimant's Signature

12/17/04

Date

Claimant Name (please print)

Claimant's Signature

Date

If needed, copy this page.

UNIFORM SUBMISSION AGREEMENT

NASD Dispute Resolution

In the Matter of the Arbitration Between

Name of Claimant(s)

Mark A. Latina

03-00508

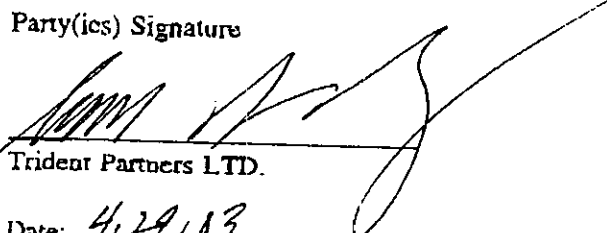
Name of Respondent(s)

Nicholas G. Tsikitas
Anthony Koulouris
Trident Partners LTD.

- _____
1. The undersigned parties hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers, cross claims and all related counterclaims and/or third party claims which may be asserted, to arbitration in accordance with the Constitution, By-Laws, Rules, Regulations and/or Code of Arbitration Procedure of the sponsoring organization.
2. The undersigned parties hereby state that they have read the procedures and rules of the sponsoring organization relating to arbitration.
3. The undersigned parties agree that in the event a hearing is necessary, such hearing shall be held at a time and place as may be designated by the Director of Arbitration or the arbitrator(s). The undersigned parties further agree and understand that the arbitration will be conducted in accordance with the Constitution, By-Laws, Rules, Regulations and/or NASD Code of Arbitration Procedure of the sponsoring organization.
4. The undersigned parties further agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement and further agree that a judgment and any interest due thereon may be entered upon such award(s) and, for these purposes, the undersigned parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.

5. IN WITNESS WHEREOF, the parties hereto have signed and acknowledged the foregoing Submission Agreement.

Party(ies) Signature


Trident Partners LTD.

Date: 4/29/03

LC43A: SUBMISSION AGREEMENT

re:06/02

CC:

Timothy Mitchelson, Esq., Mark A. Latina
Demeo & Associates, P.C., 227 Lewis Wharf, Boston, MA 02110

RECIPIENTS:

Nicholas G. Tsikitas
P.O. Box 81, Ashland, NY 12407

Anthony Koulouris
5 Randolph Drive, Apt. 1, Carle Place, NY 11514

Dennis Gilligan, Trident Partners LTD.
Trident Partners LTD., 500 North Broadway, Ste. 145A, Jericho, NY 11753

Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Mark A. Latina (Claimant) v. Trident Partners, Ltd., Anthony Koulouris, and Nicholas Tsikitas (Respondents)

Case Number: 03-00508

Hearing Site: Boston, Massachusetts

Nature of the Dispute: Customer vs. Member and Associated Persons.

REPRESENTATION OF PARTIES

Claimant Mark A. Latina ("Latina") hereinafter referred to as "Claimant": Joseph L. Demeo, Esq. and Kimberly Dunn Spelman, Esq., previously Timothy M. Mitchelson, Esq., Demeo & Associates, P.C., Boston, MA.

Respondent Trident Partners, Ltd. ("Trident"): Charles M. O'Rourke, Esq., Woodbury, NY. Previously represented by: Eugene L. Small, Esq., Alonso, Andalkar & Kahn, P.C., New York, NY.

Respondent Anthony Koulouris ("Koulouris") did not make an appearance in this matter.

Respondent Nicholas Tsikitas ("Tsikitas") did not make an appearance in this matter.

CASE INFORMATION

Statement of Claim filed on or about: January 21, 2003.

Claimant signed the Uniform Submission Agreement: December 17, 2002.

Statement of Answer filed by Respondent Trident on or about: May 1, 2003.

Respondent Trident signed the Uniform Submission Agreement: April 29, 2003.

Respondent Koulouris did not file a Statement of Answer or sign the Uniform Submission Agreement.

Respondent Tsikitas did not file a Statement of Answer or sign the Uniform Submission Agreement.

NASD Dispute Resolution
Arbitration No. 03-00508
Award Page 2 of 5

CASE SUMMARY

Claimant asserted the following causes of action: fraudulent misrepresentations; failure to supervise; charging excess commissions and mark-ups; fraudulent inducement; unsuitable trading; unauthorized trading; violation of Massachusetts General Laws; negligence; unjust enrichment; breach of contract; and breach of federal securities laws. The causes of action relate to shares of Knight Trading Group ("NITE"), BEA Sys. Inc., General Electric Co., Health Mgmt Assoc. ("HMA"), and Calpine Corp.

Unless specifically admitted in its Answer, Respondent Trident denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

RELIEF REQUESTED

Claimant requested unspecified compensatory damages; that the Panel awards the consideration paid for the securities, together with interest at 6% from the date of payment; costs and attorneys' fees; damages based on disgorgement of commissions or other profits; special or consequential damages; expert fees and interest, including pre-judgment interest; punitive damages; and such other relief as it deems just and proper.

Respondent Trident requested that the case be dismissed in its entirety; that judgment be rendered in its favor and against Claimant, with all costs, attorneys' fees, expenses, and forum fees to be assessed against Claimant.

OTHER ISSUES CONSIDERED AND DECIDED

Upon review of the file and the representations made on behalf of the Claimant, the undersigned arbitrators (the "Panel") determined that Respondents Koulouris and Tsikitas have been properly served with the Statement of Claim and that Tsikitas received due notice of the hearing, and that arbitration of the matter would proceed without said Respondents present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

On or about November 19, 2004, Claimant notified NASD Dispute Resolution that he settled his claims with Respondent Tsikitas.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings, and the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent Trident is liable for and shall pay to Claimant \$28, 253.70 in compensatory damages.

NASD Dispute Resolution,
Arbitration No. 03-00508
Award Page 3 of 5

2. Respondent Trident Partners is liable for and shall pay to Claimant \$54,805.35 in attorneys' fees and \$10,210.86 in expert witness fees pursuant to Massachusetts General Laws c. 93A.
3. Any and all relief not specifically addressed herein, including punitive damages, is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:
Initial claim filing fee = \$250.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Trident Partners, Ltd. is a party.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,200.00

Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

April 27-29, 2004, adjournment by Claimant	= \$1,000.00
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Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with Panel @ \$1,000.00	= \$1,000.00
Pre-hearing conference: October 8, 2003 1 session	

Four (4) Hearing sessions @ \$1,000.00	= \$4,000.00
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Hearing Dates: December 6, 2004 2 sessions	
December 7, 2004 2 sessions	

Total Forum Fees	= \$5,000.00
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1. The Panel has assessed \$1,250.00 of the forum fees against Claimant.
2. The Panel has assessed \$3,750.00 of the forum fees against Trident.

NASD Dispute Resolution
Arbitration No. 03-00508
Award Page 4 of 5

Fee Summary

1. Claimant is solely liable for:

Initial Filing Fee	= \$ 250.00
Adjournment Fee	= \$1,000.00
<u>Forum Fees</u>	<u>= \$1,250.00</u>
Total Fees	= \$2,500.00
<u>Less payments</u>	<u>= \$1,425.00</u>
Balance Due NASD Dispute Resolution	= \$1,075.00

2. Respondent Trident is solely liable for:

Member Fees	= \$4,450.00
<u>Forum Fees</u>	<u>= \$3,750.00</u>
Total Fees	= \$8,200.00
<u>Less payments</u>	<u>= \$4,450.00</u>
Balance Due NASD Dispute Resolution	= \$3,750.00

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

NASD Dispute Resolution
Arbitration No. 03-00508
Award Page 5 of 5

ARBITRATION PANEL

John Hansen, Esq.	-	Public Arbitrator, Presiding Chairperson
Winthrop G. Dow, Jr.	-	Public Arbitrator
John Joseph Cotter, J.D.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

John Hansen
John Hansen, Esq.
Public Arbitrator, Presiding Chairperson

1/29/05
Signature Date

Winthrop G. Dow, Jr.
Public Arbitrator

Signature Date

John Joseph Cotter, J.D.
Non-Public Arbitrator

Signature Date

February 1, 2005
Date of Service (For NASD Dispute Resolution use only)

NASD Dispute Resolution
Arbitration No. 03-00508
Award Page 5 of 5

ARBITRATION PANEL

John Hansen, Esq.	-	Public Arbitrator, Presiding Chairperson
Winthrop G. Dow, Jr.	-	Public Arbitrator
John Joseph Cotter, J.D.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures

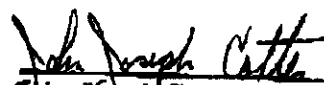
I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

John Hansen, Esq.
Public Arbitrator, Presiding Chairperson

Signature Date

Winthrop G. Dow, Jr.
Public Arbitrator

Signature Date



John Joseph Cotter, J.D.
Non-Public Arbitrator

Signature Date

February 1, 2005

Date of Service (For NASD Dispute Resolution use only)

JS 44 (Rev. 3/99)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Mark Latina

(b) County of Residence of First Listed Plaintiff Essex
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Kimberly Dunn Spelman 617-263-2600
Demeo & Associates, P.C.
One Lewis Wharf, Boston, MA 02110

DEFENDANTS

Trident Partners, L.P.

County of Residence of First Listed Defendant

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

Charles O'Rourke 516-677-9785
2 Swenson Drive, Woodbury, NY 11797

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 ☐ 1 DEF Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4 DEF
Citizen of Another State ☐ 2 ☐ 2 DEF Incorporated and Principal Place of Business in Another State ☐ 5 ☒ 5 DEF
Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 DEF Foreign Nation ☐ 6 ☐ 6 DEF

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Legislation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIW C/DIW W (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RS1 (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
OTHER STATUTES <input type="checkbox"/> 400 State Resportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination <input type="checkbox"/> 950 Constitutionality of State Statutes <input checked="" type="checkbox"/> 890 Other Statutory Actions				

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Complaint to Confirm Arbitration Award Under 9 U.S.C. § 9

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

\$93,269.1

CHECK YES only if demanded in complaint:

JURY DEMAND:

☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

plus post judgment interest and attorney's fees.

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS1. TITLE OF CASE (NAME OF FIRST PARTY ON EACH SIDE ONLY) Mark Latina, Plaintiff vs. Trident Partners, Ltd.

2. CATEGORY IN WHICH THE CASE BELONGS BASED UPON THE NUMBERED NATURE OF SUIT CODE LISTED ON THE CIVIL COVER SHEET. (SEE LOCAL RULE 40.1(A)(1)).

I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.

II. 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950.

*Also complete AO 120 or AO 121 for patent, trademark or copyright cases

III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.

IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.

V. 150, 152, 153.

3. TITLE AND NUMBER, IF ANY, OF RELATED CASES. (SEE LOCAL RULE 40.1(G)). IF MORE THAN ONE PRIOR RELATED CASE HAS BEEN FILED IN THIS DISTRICT PLEASE INDICATE THE TITLE AND NUMBER OF THE FIRST FILED CASE IN THIS COURT.

4. HAS A PRIOR ACTION BETWEEN THE SAME PARTIES AND BASED ON THE SAME CLAIM EVER BEEN FILED IN THIS COURT?

YES

NO

5. DOES THE COMPLAINT IN THIS CASE QUESTION THE CONSTITUTIONALITY OF AN ACT OF CONGRESS AFFECTING THE PUBLIC INTEREST? (SEE 28 USC §2403)

YES

NO

IF SO, IS THE U.S.A. OR AN OFFICER, AGENT OR EMPLOYEE OF THE U.S. A PARTY?

YES

NO

6. IS THIS CASE REQUIRED TO BE HEARD AND DETERMINED BY A DISTRICT COURT OF THREE JUDGES PURSUANT TO TITLE 28 USC §2284?

YES

NO

7. DO ALL OF THE PARTIES IN THIS ACTION, EXCLUDING GOVERNMENTAL AGENCIES OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS ("GOVERNMENTAL AGENCIES"), RESIDING IN MASSACHUSETTS RESIDE IN THE SAME DIVISION? - (SEE LOCAL RULE 40.1(D)).

YES

NO

A. IF YES, IN WHICH DIVISION DO ALL OF THE NON-GOVERNMENTAL PARTIES RESIDE?

EASTERN DIVISION

CENTRAL DIVISION

WESTERN DIVISION

B. IF NO, IN WHICH DIVISION DO THE MAJORITY OF THE PLAINTIFFS OR THE ONLY PARTIES, EXCLUDING GOVERNMENTAL AGENCIES, RESIDING IN MASSACHUSETTS RESIDE?

EASTERN DIVISION

CENTRAL DIVISION

WESTERN DIVISION

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Kimberly Dunn SpelmanADDRESS Demeo & Associates, One Lewis Wharf, Boston, MA 02110TELEPHONE NO. 617-263-2600